

State of Arkansas  
OFFICE OF STATE PROCUREMENT  
1509 West Seventh Street, Room 300 72201-3966  
P. O. Box 2940 72203-2940  
Little Rock, Arkansas  
501-324-9316

STATE CONTRACT AWARD

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

=====

BUYER: AMY STODDARD

CONTRACT/BID NO.: ST-01-0703

=====

DESCRIPTION: PAGER LEASE

CONTRACT PERIOD: JUNE 1, 2006 THROUGH MAY 31, 2007 WITH AN OPTION TO RENEW  
ON A YEAR TO YEAR BASIS OR A PORTION THEREOF FOR UP TO ONE (1)  
ADDITIONAL YEAR

=====

DELIVERY REQUIREMENTS: 15 DAYS ARO, FOB DESTINATION

=====

PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE SPECIFIED.

INVOICE TO:

ARKANSAS DEPARTMENT OF HEALTH  
ATTN: ACCOUNTS PAYABLE  
4815 WEST MARKHAM  
LITTLE ROCK, AR 72205

DELIVER TO: PER AGENCY SEE SECTION

ARKANSAS DEPARTMENT OF HEALTH  
AS SPECIFIED ON AGENCY PURCHASE  
ORDER LOCATED THROUGH THE STATE  
70% LOCATED IN METRO

CONTRACT AWARD TO:

TELETOUCH COMMUNICATIONS  
2500 McCain BLVD SUITE 203  
NORTH LITTLE ROCK, AR 72116

CONTACT NAME: BLAKE RAMSEY

TELEPHONE NO.: 501-75-4897

FAX NO.: 501-223-8261

VENDOR NO.: AFK 7127

FEDERAL I.D. NO.: 752556090

STATE OF ARKANSAS OFFICE OF STATE PROCUREMENT

BY: Joseph A. Bidalis

DATE: 05/12/06

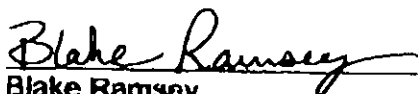
Commodity: Pagers & Related Services

Renewal: ST-01-0703

Contractor: TeleTouch Communications

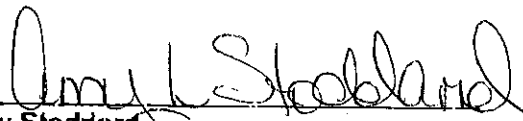
The Office of State Purchasing and above contractor agrees to extend contract ST-01-0703 for a period to run from June 1, 2006 through May 31, 2007. This agreement, the laws of the state of Arkansas and State contract ST-01-0703 respectively constitute the entire agreement of the parties. All terms and conditions as stated in state contract ST-01-0703 respectively will be applicable during the renewal period.

In compliance with Act 2157 of 2005, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract renewal. EO Policies may be submitted in electronic format to the following email address: [eeopolicy.osp@dfa.state.ar.us](mailto:eeopolicy.osp@dfa.state.ar.us) or as a hard copy accompanying the renewal. The Office of State Procurement will maintain a file of all vendor EO policies submitted. The submission is a one time requirement but vendors are responsible for providing updates or changes to their respective policies and of supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.



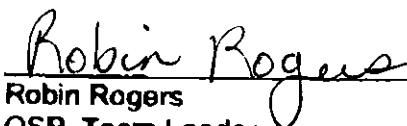
Blake Ramsey  
TeleTouch Communications

5-12-06  
Date



Amy Stoddard  
OSP, Buyer

05/12/06  
Date



Robin Rogers  
OSP, Team Leader

5/12/06  
Date

## Contract and Grant Disclosure and Certification Form

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR NAME:

REGULAR EMPLOYEE

SOCIAL SECURITY NUMBER

TAXPAYER ID# 0A75-2556090 ☐ Yes ☒ No

IS THIS FOR:

TAXPAYER ID NAME: TELETOUCH ☐ Goods? ☒ Services? ☐ Both?

YOUR LAST NAME: RAMSEY FIRST NAME: BLAKE

ADDRESS: 4004 McCAIN Blvd. Suite 208

CITY: NORTH LITTLE ROCK STATE: AR ZIP CODE: 72116 COUNTRY: USA

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

## FOR INDIVIDUALS \*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held (Senator, representative, name of board/ commission, date entry, etc.)	For How Long?		What is the person(s) name and how are they related to you? (i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)	Relation
	Current	Former		From	To		
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☒ None of the above applies

## FOR AN ENTITY (BUSINESS) \*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held (Senator, representative, name of board/ commission, date entry, etc.)	For How Long?		What is the person(s) name and what is his/her position of control?	Ownership Interest (%)	Position of Control
	Current	Former		From	To			
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

☒ None of the above applies

## Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor.  

*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.*
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature Blake Ramsey Title SENIOR ACCOUNT MANAGER Date 5-12-06  
 Vendor Contact Person BLAKE RAMSEY Title SENIOR ACCOUNT MANAGER Phone No. 501-753-4897

Agency Use only

Agency Number \_\_\_\_\_ Agency Name \_\_\_\_\_

Agency Contact Person \_\_\_\_\_

Contact Phone No. \_\_\_\_\_

Contract or Grant No. \_\_\_\_\_

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SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET  
FORTH WITHIN THE INVITATION FOR BID.

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BUYER: AMY STODDARD

CONTRACT/BID NO.: ST-01-0703

=====

DESCRIPTION: PAGER LEASE

CONTRACT PERIOD: JUNE 1, 2005 THROUGH MAY 31, 2006 WITH AN OPTION TO RENEW  
ON A YEAR TO YEAR BASIS OR A PORTION THEREOF FOR UP TO TWO (2)  
ADDITIONAL YEARS

=====

DELIVERY REQUIREMENTS: 15 DAYS ARO, FOB DESTINATION

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INVOICE TO:

ARKANSAS DEPARTMENT OF HEALTH  
ATTN: ACCOUNTS PAYABLE  
4815 WEST MARKHAM  
LITTLE ROCK, AR 72205

DELIVER TO: PER AGENCY SEE SECTION

ARKANSAS DEPARTMENT OF HEALTH  
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CONTRACT AWARD TO:

TELETOUCH COMMUNICATIONS  
2500 McCain BLVD SUITE 203  
NORTH LITTLE ROCK, AR 72116

CONTACT NAME: BLAKE RAMSEY

TELEPHONE NO.: 501-75-4897

FAX NO.: 501-223-8261

VENDOR NO.: AFK 7127

FEDERAL I.D. NO.: 752556090

  
STATE OF ARKANSAS OFFICE OF STATE PROCUREMENT

BY: \_\_\_\_\_

DATE: May 06, 2005



## Arkansas Department of Health

4815 West Martman Street • Little Rock, Arkansas 72205-3867 • Telephone (501) 661-2000

Fay W. Boozaman, MD, MPH, Director

Mike Huckabee, Governor

May 5, 2005

TO: Amy Stoddard, Buyer  
Office of State Procurement

FROM: Linda Armstrong  
DOH Purchasing Manager *LSA*

SUBJECT: Pager Lease Contract #ST-01-0703 Renewal

We are requesting our contract with Teletouch for pager service be renewed for another year beginning June 1, 2005 through May 31, 2006. Due to the matter of the Department of Health merging with the Department of Human Services at this time, we feel that renewing the contract would be more beneficial time-wise. After this contract period we will consider re-bidding.

Commodity: Pagers & Related Services

Renewal: ST-01-0703

Contractor: TeleTouch Communications

The Office of State Purchasing and above contractor agrees to extend contract ST-01-0703 for a period to run from June 1, 2005 through May 31, 2006. This agreement, the laws of the state of Arkansas and State contract ST-01-0703 respectively constitute the entire agreement of the parties. All terms and conditions as stated in state contract ST-01-0703 respectively will be applicable during the renewal period.

Blake Ramsey  
Blake Ramsey  
TeleTouch Communications

5-5-05  
Date

Amy L Stoddard  
Amy Stoddard  
OSP, Buyer

May 5, 2005  
Date

Robin Rogers  
Robin Rogers  
OSP, Team Leader

5/5/05  
Date

# CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

TAXPAYER ID #

OR 75-255609D

FEDERAL ID NUMBER

SUBCONTRACTOR NAME

SUBCONTRACTOR NAME

TAXPAYER ID #

FEDERAL ID NUMBER

SUBCONTRACTOR NAME

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SUBCONTRACTOR NAME



## Contract and Grant Disclosure and Certification Form

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As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:  
*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.*
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature Blake Ramsey Title SENIOR ACCOUNT MANAGER Date 5-4-05  
Vendor Contact Person BLAKE RAMSEY Title SENIOR ACCOUNT MANAGER Phone No. 501-753-4897

Agency use only			
Agency Number	Agency Name	Agency Contact Person	Agency Contact Phone No. or Grant No.

State of Arkansas  
OFFICE OF STATE PURCHASING  
1509 West Seventh Street, Room 300 72201-3966  
P. O. Box 2940 72203-2940  
Little Rock, Arkansas  
501-324-9316

EXTENSION-STATE CONTRACT AWARD

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CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS  
THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS  
AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

=====

BUYER: KEN BRASCH, CPPB *KB*

CONTRACT/BID NO.: ST-01-0703

=====

DESCRIPTION: PAGER LEASE

CONTRACT PERIOD: JUNE 1, 2004 THROUGH MAY 31, 2005

EXTENSIONS REMAINING: Three (3)

=====

CONTRACT VALUE: \$96,482.04

COMMODITY CLASS(ES): 725-45

PURCHASE REQUEST NO.: 0023

AGENCY CONTACT/PHONE: Bob Gordon/501-661-2364

DELIVERY REQUIREMENTS: FIVE (5) DAYS AFTER RECEIPT OF ORDER

=====

PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE SPECIFIED.

INVOICE TO:

AR DEPT OF HEALTH  
ATTN: ACCOUNTS PAYABLE  
4815 WEST MARKHAM  
LITTLE ROCK, AR. 72205

DELIVER TO:

AR DEPT OF HEALTH  
AS SPECIFIED ON AGENCY PURCHASE  
ORDER LOCATED THROUGH OUT THE  
STATE (70% LOCATED IN METRO)

CONTRACT AWARD TO:

TELETOUCH COMMUNICATIONS  
300 S. RONDEY PARHAM, SUITE 19  
LITTLE ROCK, AR. 72205

CONTACT NAME: DAVID MCLAWHORN

TELEPHONE NO.: 501-707-0636

FAX NO.: 501-223-8261

VENDOR NO.: AFK 7127

FEDERAL I.D. NO.: 75-2556090

STATE OF ARKANSAS OFFICE OF STATE PURCHASING

BY: *Joseph W. Didelis*

DATE: *3-8-04*

State of Arkansas  
OFFICE OF STATE PROCUREMENT  
1509 West 7<sup>TH</sup> ST, Room 300 72201-3966  
P.O. Box 2940 72203-2940  
Little Rock, Arkansas  
501-324-9316

March 4, 2004

Commodity: Pagers

Renewal of State Contract ST-01-0703  
Arkansas Department of Health

Contractor: Teletouch Communications  
Blake Ramsey

The Office of State Procurement and 3M Company hereby mutually agree to extend contract St-01-0703 referenced above for a period to run from July 1, 2004 through May 31, 2005. This agreement, the laws of the State of Arkansas and State contract St-01-0703 constitute the entire agreement of the parties. All terms and conditions as stated in state contract St-01-0703 will be applicable during the renewal period.

Blake Ramsey  
Blake Ramsey  
Major Accounts Manager  
Teletouch Communications

3-4-2004  
Date

Kenneth R. Brasch  
Kenneth R. Brasch, CPPB  
Office of State Procurement

3-4-2004  
Date

Robin Proger for Joe Giddis  
Joseph A. Giddis, Director  
Office of State Procurement

3/4/04  
Date

Using Agency: Arkansas Department of Health

State of Arkansas  
OFFICE OF STATE PURCHASING  
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=====

BUYER: KEN BRASCH, CPPB *KB*

CONTRACT/BID NO.: ST-01-0703

=====

DESCRIPTION: PAGER LEASE

CONTRACT PERIOD: JUNE 1, 2003 THROUGH MAY 31, 2004

EXTENSIONS REMAINING: Four (4)

=====

CONTRACT VALUE: \$96,482.04

COMMODITY CLASS(ES): 725-45

PURCHASE REQUEST NO.: 0023

AGENCY CONTACT/PHONE: Bob Gordon/501-661-2364

DELIVERY REQUIREMENTS: FIVE (5) DAYS AFTER RECEIPT OF ORDER

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DELIVER TO:

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300 S. RONDEY PARHAM, SUITE 19  
LITTLE ROCK, AR. 72205

CONTACT NAME: DAVID MCLAWHORN

TELEPHONE NO.: 501-707-0636

FAX NO.: 501-223-8261

VENDOR NO.: AFK 7127

FEDERAL I.D. NO.: 75-2556090

STATE OF ARKANSAS OFFICE OF STATE PURCHASING

BY: *Joseph A. Didelis*

DATE: 5-2-03



STATE OF ARKANSAS  
**Department of Finance  
and Administration**

**OFFICE OF STATE PROCUREMENT**

1509 West Seventh Street, Suite 300  
Post Office Box 2940  
Little Rock, Arkansas 72203-2940  
Phone: (501) 324-9316  
Fax: (501) 324-9311  
<http://www.state.ar.us/dfa>

May 1, 2003

Commodity: Pagers

Renewal of State Contract ST-01-0703  
Arkansas Department of Health

Contractor:: Teletouch Communications  
Blake Ramsey

The Office of State Procurement and Teletouch Communications hereby mutually agree to extend the state contract referenced above for a period to run from June 1, 2003 through May 31, 2004. This agreement, the laws of the State of Arkansas, and State Contract ST-01-0703, constitute the entire agreement of the parties. All terms and conditions as stated in State Contract ST-01-0703, shown above, will be applicable during the renewal period.

Blake Ramsey  
Blake Ramsey

Major Accounts Manager  
Teletouch Communications

5-1-03  
Date

Ken Brasch  
Ken Brasch

Buyer  
Office of State Procurement

5-2-2003  
Date

\_\_\_\_\_  
Joseph A. Giddis  
Director  
Office of State Procurement

\_\_\_\_\_  
Date

State of Arkansas  
OFFICE OF STATE PURCHASING  
1509 West Seventh Street, Room 300 72201-3966  
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=====

BUYER: KEN BRASCH, CPPB *KB* CONTRACT/BID NO.: ST-01-0703

=====

DESCRIPTION: PAGER LEASE  
CONTRACT PERIOD: JUNE 1, 2002 THROUGH MAY 31, 2003  
EXTENSIONS REMAINING: Five (5)

=====

CONTRACT VALUE: \$96,482.04  
COMMODITY CLASS(ES): 725-45  
PURCHASE REQUEST NO.: 0023  
AGENCY CONTACT/PHONE: BECKY O'NEAL/501-661-2364  
DELIVERY REQUIREMENTS: FIVE (5) DAYS AFTER RECEIPT OF ORDER

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FAX NO.: 501-223-8261  
VENDOR NO.: AFK 7127  
FEDERAL I.D. NO.: 75-2556090

STATE OF ARKANSAS OFFICE OF STATE PURCHASING

BY: Joseph A. Didelis

DATE: 4-18-02



STATE OF ARKANSAS  
**Department of Finance  
and Administration**

**OFFICE OF STATE PROCUREMENT**

1509 West Seventh Street, Suite 300  
Post Office Box 2940  
Little Rock, Arkansas 72203-2940  
Phone: (501) 324-9316  
Fax: (501) 324-9311  
<http://www.state.ar.us/dfa>

Commodity: Pagers

Renewal of State Contract: ST-01-0703  
Arkansas Department of Health

Contractor: Dial-A-Page by Teletouch  
David McLawhorn

The Office of State Purchasing and Dial-A-Page by Teletouch hereby mutually agree to extend the state contract referenced above for a period to run from June 1, 2002 through May 31, 2003. This agreement, the laws of the State of Arkansas, and State Contract ST-01-0703, constitute the entire agreement of the parties. All terms and conditions as stated in State Contract ST-01-0703, shown above, will be applicable during the renewal period.

For Blake Ramsey Major Accounts Manager Kenneth R. Brunk, CFP®  
Dial-A-Page by Teletouch Robin Rogers  
David McLawhorn Buyer  
Office of State Procurement

4-17-2002  
Date

4-17-2002  
Date

Robin Rogers for Joe Giddis  
Joseph A. Giddis  
Director  
Office of State Procurement

4/18/02  
Date

State of Arkansas  
OFFICE OF STATE PURCHASING  
1509 West Seventh Street, Room 300 72201-3966  
P. O. Box 2940 72203-2940  
Little Rock, Arkansas  
501-324-9316

STATE CONTRACT AWARD

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PURCHASING. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

=====K  
BUYER: KEN BRASCH, CPPB

=====3  
CONTRACT/BID NO.: ST-01-0703  
=====

DESCRIPTION: PAGER LEASE

CONTRACT PERIOD: JUNE 1, 2001 THROUGH MAY 31, 2002

CONTRACT VALUE: \$96,482.04

COMMODITY CLASS(ES): 725-45

PURCHASE REQUEST NO.: 0023

AGENCY CONTACT/PHONE: BECKY O'NEAL/501-661-2364

DELIVERY REQUIREMENTS: FIVE (5) DAYS AFTER RECEIPT OF ORDER  
=====

PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE SPECIFIED.

INVOICE TO:

AR DEPT OF HEALTH  
ATTN: ACCOUNTS PAYABLE  
4815 WEST MARKHAM  
LITTLE ROCK, AR. 72205

DELIVER TO:

AR DEPT OF HEALTH  
AS SPECIFIED ON AGENCY PURCHASE  
ORDER LOCATED THROUGH OUT THE  
STATE (70% LOCATED IN METRO  
LITTLE ROCK).

CONTRACT AWARD TO:

TELETOUCH COMMUNICATIONS  
300 S. RONDEY PARHAM, SUITE 19  
LITTLE ROCK, AR. 72205

CONTACT NAME: DAVID MCLAWHORN  
TELEPHONE NO.: 501-707-0636  
FAX NO.: 501-223-8261  
VENDOR NO.: AFK 7127  
FEDERAL I.D. NO.: 75-2556090

STATE OF ARKANSAS OFFICE OF STATE PURCHASING

BY: \_\_\_\_\_

DATE: 3-9-01



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CONTRACT & EXTENSION PERIOD

This Contract will be a lease for a period of one (1) year from the date of award. Bid price must be firm for the contract period stated above.

Any contract awarded from the offering of these specifications will be subject to annual extensions for six additional years. Any extension must be mutually agreed upon by the Office of State Purchasing and the contractor. The Office of State Purchasing will notify the contractor before expiration of the contract if an extension is requested.

TERMS AND CONDITIONS

Bids must be signed by an official authorized to bind the bidder to the resultant contract.

If the bidder submits standard terms and conditions with his bid, and if any section of those terms are in conflict with the laws of the State of Arkansas or the specifications of the Invitation for Bid, then the State's laws and the specifications shall govern. Standard terms and conditions submitted may need to be altered upon mutual agreement to adequately reflect all of the conditions of this Invitation and Bidder's response.

CONTRACT GUIDELINES

Bidders should note the following in regard to the State's contracting authority, and amend any documents accordingly. Failure to conform to these standards may result in rejection of bid.

- A. The State of Arkansas may not contract with another party:
1. To lease any equipment for a period of time which continues past the end of a fiscal year unless a term of the contract allows cancellation by the State upon 30 days written notice whenever there are no funded appropriations for the equipment.
  2. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent year of a multi-year contract, the contractor may be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the commodities or services delivered under the contract. No other termination charges shall be authorized.
  3. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.

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4. To indemnify and defend that party for any liability and damage; however, the State may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment and reimburse that party for the loss caused solely by the State's use or possession (this is the only form of indemnification to which the State can agree);
  5. Upon default, to pay all sums to become due under a contract.
  6. To pay damages, legal expenses or other costs and expenses of any party.
  7. To continue a contract once the equipment has been repossessed.
  8. To conduct litigation in a place other than Pulaski County, Arkansas.
  9. To agree to any provision of a contract which violates the laws or Constitution of the State of Arkansas.
- B. A party wishing to contract with the State of Arkansas should:
1. Remove any language from its contract which grants to it any remedies other than:  
  
The right to possession; The right to accrued payments;  
The right to expenses of deinstallation; The right to expenses of repair to return the equipment to normal working order, normal wear and tear excepted; The right to recover only amounts due up to the point of repossession and any unamortized nonrecurring costs as allowed by the Arkansas Claims Commission;
  2. Include in its contract that the laws of the State of Arkansas govern the contract;
  3. When in a bidding situation, acknowledge in its contract that contracts become effective when awarded by the State of Arkansas.
- C. The State of Arkansas may contract with another party:
1. To accept the risk of loss of the equipment and pay for destruction, loss or damage to the equipment while the State has such risk, when the extent of the liability for such risk is based upon the purchase price of the equipment at the time of any loss and the contract has required the State to carry insurance for such risk.
- D. IN THE EVENT OF CONTRACTOR OR VENDOR DEFAULT THE STATE WILL NOT BE LIABLE FOR ANY REMOVAL CHARGES.

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Note: TERMS FOR PAYMENT: The Arkansas Department of Health will pay IN ADVANCE for one year of service, based upon contract award prices and the actual number of pagers ordered. This authorization has been made in an effort to secure best possible pricing and to help minimize the administrative costs associated with monthly account billings. Payment will be adjusted to compensate for pagers added to or deleted from the quantity initially ordered.

ITEM #1: Pager lease with State-wide coverage. Monthly cost must include; service, equipment lease, and loss/damage insurance, installation & freight. Vendor must specify any other charges that may be invoiced by the vendor.

Agency retains the option of leasing additional pagers during the contract period. The additional pagers will be charged at the same price shown on the contract award.

ESTIMATED QUANTITY	UNIT PRICE/ EACH MONTH	PRICE/ MONTH	TOTAL YEARLY PRICE
994	* \$ _7.17_	\$ _7,126.98_	\$ _85,523.76_

EQUAL TO: Motorola LS-350/750

BRAND/MODEL NUMBER BID: Motorola LS-350/750

\* Rate includes \$.32 USF charge

ITEM #2: Pager lease with Nation-wide coverage. Monthly cost must include; service, equipment lease, and loss/damage insurance, installation & freight. Vendor must specify any other charges that may be invoiced by the vendor.

Agency retains the option of leasing additional pagers during the contract period. The additional pagers will be charged at the same price shown on the contract award.

ESTIMATED QUANTITY	UNIT PRICE/ EACH MONTH	PRICE/ MONTH	TOTAL YEARLY PRICE
17	* \$ _32.32_	\$ _549.44_	\$ _6,593.28_

EQUAL TO: Motorola LS-350/750

BRAND/MODEL NUMBER BID: Cue Numeric Pager (Nokia FM 200/201)

\* Rate includes \$.32 USF charge.

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ITEM #3: Pager lease with State Wide coverage. Monthly cost must include; service, equipment lease, and loss/damage insurance, installation & freight. Vendor must specify any other charges that may be invoiced by the vendor.

Agency retains the option of leasing additional pagers during the contract period. The additional pagers will be charged at the same rate shown on the Invitation for Bid.

ESTIMATED QUANTITY	UNIT PRICE/ EACH MONTH	PRICE/ MONTH	TOTAL YEARLY PRICE
29	* \$ _11.17_	\$ _323.93_	\$ _3,887.16_

EQUAL TO: Motorola Gold Alphanumeric Pager

BRAND/MODEL NUMBER BID: Motorola Gold Alphanumeric Pager

\* Rate includes \$.32 USF charge.

Agency will receive the benefit of any special or permanent price reductions.

ITEM #4: Pager lease with Nation Wide coverage. Monthly cost must include; service, equipment lease, and loss/damage insurance, installation & freight. Vendor must specify any other charges that may be invoiced by the vendor.

Agency retains the option of leasing additional pagers during the contract period. The additional pagers will be charged at the same rate shown on the Invitation for Bid.

ESTIMATED QUANTITY	UNIT PRICE/ EACH MONTH	PRICE/ MONTH	TOTAL YEARLY PRICE
1	* \$ _39.82_	\$ _39.82_	\$ _477.84_

EQUAL TO: Motorola Gold Alphanumeric Pager

BRAND/MODEL NUMBER BID: Motorola Gold Alphanumeric Pager

\* Rate includes \$.32 USF charge.

Agency will receive the benefit of any special or permanent price reductions.

GRAND TOTAL FOR ITEMS #1 Through #4

PRICE/ MONTH	TOTAL YEARLY PRICE
\$ _8,040.17_	\$ _96,482.04_

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I. GENERAL SPECIFICATIONS

A. Scope:

The intent of this Invitation for Bid is to establish a term contract for the lease of digital display pagers with silent vibration alert for the Arkansas Department of Health. Vendor will provide pagers, service, loss protection and full maintenance. The total price bid includes inside delivery as specified on the purchase order by the ordering agency. Agency will prepay for pager/service. See page 8 for details.

B. Awarding Instructions:

Items #1 through #4 will be awarded all or none to the lowest responsible, responsive bidder.

C. Contact Person:

Agency Contact Person: Becky O'Neal- Phone: 501-661-2364.  
State Purchasing Contact: Ken Brasch, CPPB - Phone: 501-371-6061.

D. Pager Description:

Items #1 & #2.

Numeric Display Paging Service and Related Equipment with Nation Wide Capability & State Wide Capability -- Required selectable features are:

Tone  
Silent Vibrate  
Group Call

Items #3 & #4

Alphanumeric Display

Vendors are required to submit bids for alphanumeric display pagers. Methods of entering and transmitting alphanumeric messages must be described by the vendor in detail, providing all associated costs. These services must include e-mail to pager capability via internet mail. Nation Wide & Geographical (State) coverage area limitations must be described by vendor in detail.

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Pagers shall be small in size (approx. 2.75 x 1.75 x .5) and light in weight (approx. 2 oz.).

Note: A standard "Black" pager shall be available for distribution during length of contract if possible. (Agency would like to stay away from various colored pagers).

Battery operated. The type of battery required must be readily available in regular retail outlets. Low battery alert feature desired. Bidder must state battery type required and expected battery life under normal operating conditions.

Battery Type Required: Item #1\_X\_AAA\_\_\_\_/Item #2\_\_\_\_AAA\_AA\_\_

Expected Battery Life: Item #1\_X\_30 days\_min\_/Item #2\_X\_30 days min\_

Battery Type Required: Item #3\_X\_AA\_\_\_\_/Item #4\_X\_AA\_\_\_\_

Expected Battery Life: Item #3\_X\_30 days min\_/Item #4\_X\_30 days min\_

Vendor must provide detailed instructions for proper care and use of pager.

Pager number must be a local 7-digit number for the area used or an "800" number.

E. Coverage Area:

Nation-wide & State-wide coverage is required on pagers because of travel requirements of AR Dept of Health. Pagers will be based/located in Arkansas. Vendor must submit with their bid appropriate coverage maps.

F. Maintenance:

Successful vendor will be required to replace damaged or inoperative pagers within 24 hours of verbal notification from using agency. Maintenance and repair must be available during normal working hours.

Vendors must supply at least three references including contact persons and telephone numbers which have used the service proposed for at least 90 days.

References:

1. \_Ark.\_Dept\_of\_Health\_\_\_\_\_ Phone: \_Becky\_501-661-2364\_
2. \_Entergy\_\_\_\_\_ Phone: \_Meredith\_501-377-5524\_
3. \_Ark\_Dept\_of\_Correction\_\_\_\_\_ Phone: \_Burl\_870-267-6260\_

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G. Pager Demonstration

If required by the agency a pager demonstration must be coordinated and conducted by vendor personnel. Initiation of the demonstration is required within ten (10) calendar days after written notification of the requirement by the agency.

The vendor will be required to provide equipment and service which will demonstrate the features and coverage areas required by this IFB for a maximum of ten (10) days.

Access to a maximum of eight (8) pagers and associated equipment per category by agency personnel is required.

Alphanumeric pagers should demonstrate methods of entering and transmitting alphanumeric messages by the vendor in detail, providing all associated costs. This service may include off-site transcription services, Personal Computer software and associated licenses for direct message transmittal, voice mail, or any other available options.

Inability of a vendor to provide acceptable demonstration of service and equipment that is comparable to the agency's requirements including coverage areas, or to perform an acceptable demonstration, may result in rejection of the vendor's bid.

H. ACCEPTANCE STANDARDS

This acceptance procedure provides a time period for the agency to measure the service and the equipment uptime availability and to validate compliance of all procurement items with the vendor's proposal. The measurement period will commence at 8:00 A.M. on the day following the day that the vendor provides written notice to AR Dept of Health that the service and equipment are operating and available for agency use. The equipment will be accepted at the end of 14 days if no more than one (1) failure has occurred per fifty (50) pagers and the service is operating in conformance with the vendor's published specifications and the specifications as stated in response to this IFB.

In the event the service and equipment do not meet the availability requirement during the initial fourteen (14) consecutive calendar days, the measurement period shall continue on a day by day basis until the availability requirement is met during thirty (3) consecutive calendar days. If the equipment and/or service fail to meet the availability requirement within ninety (90) days of the installation date, the acceptance test may continue on a day by day basis upon mutual agreement of all parties or the State Purchasing Official's option to terminate the agreement shall remain in effect until the availability requirement has been met.

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I ON-GOING PERFORMANCE STANDARDS

During the term of the contract, the service must maintain a monthly uptime availability of ninety-nine (99) percent, for example, 23 hours and 45 minutes uptime per day or 7.5 hours downtime per month.

Uptime of the service is calculated as follows (Available time - Downtime) divided by available time) times 100 equals uptime percentage. Available time is defined as twenty-four (24) hours per day seven (7) days per week. Downtime is defined as those periods between the time that the vendor is notified of service failure and the time that the service is again available to AR Dept of Health.

In the event that the required service availability is not maintained during any month, AR Dept of Health will notify the service provider in writing of the actual uptime percentage attained. The service provider will be required to take the necessary actions to achieve the required availability in the month subsequent to the notification. In the event the required availability is not provided, The Office of State Purchasing reserves the right to cancel the lease and service with thirty (30) days written notice to the lease and service provider.

J. DEFECTIVE EQUIPMENT

Vendor must provide an exchange for defective paging equipment with the designated point of contact within one (1) working day of notification. Maintenance or replacement of paging equipment must be provided Monday through Friday from 8:00 A.M. to 4:30 P.M. excluding State holidays.

K. STORED PAGES

Numeric pagers must have 16 numeric message slots; show times of day and date; lock important messages; save messages when off and when changing the battery; top mount angled display and easy to read backlit display.

L. PAGING RETRIEVAL REQUIREMENTS

Ninety-five percent (95%) of all pages correctly sent must be properly received at the destination pager within five (5) minutes.



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M. LOST/DESTROYED PAGERS

The vendor's policy for replacement of lost and/or destroyed pagers must be provided in detail, including any additional costs to be incurred when replacing such pagers. Including deductibles per pager.

Deductibles per lost pager (Agency Costs):

\$\_35.00\_ Numeric State Wide      \$\_75.00\_ Numeric Nation Wide

\$\_75.00\_ Alpha State Wide      \$\_75.00\_ Alpha Nation Wide

N. SPARE PAGERS AND ACTIVATION

Vendor is required to provide three (3) pager of all 4 Types of pagers as spares at the agency's principal location. Vendor must describe the exact procedures necessary to activate these spare pagers, including the estimated time required to accomplish activation. Vendor must also describe the methods and procedures necessary to provide and/or activate additional pagers in excess of the above spares. Business hour and non-business hour activation procedures and time frames should be discussed.

O. UPGRADES:

At regular intervals which will coincide with the expiration date of the contract, the contractor will be encouraged to offer technological upgrades in service and equipment which will replace units currently in use. While not mandatory, any upgrades will serve to assist the state in determining whether further extension of this contract will be considered. Exchanges will be subject to the same field test requirements as initial units issued at the beginning of the contract. No price increases are authorized for any upgrades offered under this contract.

P. EXCHANGES:

The exchange of pagers which are replaced either because of damage or as a result of the upgrade agreement must be coordinated through the designated individual(s) in the AR Department of Health. The state will not be responsible for pagers which are distributed directly from contractor to the end user unless authorized by prior written approval of the Office of State Purchasing.

Q. QUALITY:

Any disruption of service affecting receipt of pager messages must be communicated to the designated individual(s) at the AR Department of Health within one (1) hour of occurrence during normal work days. Scheduled interruptions (repair work or installation of new equipment) must be done only after Dept of Health has been given adequate advance notice.

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## TERM AWARD TERMS AND CONDITIONS

1. **GENERAL:** All terms and conditions stated in the invitation for bid govern this contract.
2. **PRICES:** Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. **DISCOUNTS:** All cash discounts offered will be taken if earned.
4. **TAXES:** Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. **BRAND NAME REFERENCES:** The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. **GUARANTY:** All items delivered are to be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.
7. **AWARD:** This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
8. **DELIVERY:** The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.
9. **BACK ORDERS OR DELAY IN DELIVERY:** Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Purchasing and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Purchasing has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

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10. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Purchasing. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
11. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
12. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Purchasing to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.
13. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.
14. **INVOICING:** The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.
15. **STATE PROPERTY:** Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.
16. **ASSIGNMENT:** This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.
17. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
18. **LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
19. **QUANTITIES:** The state may order more or less than the estimated quantity in the invitation for bid.

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20. **DISCLOSURE:** Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.